

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

MONSTER ENERGY COMPANY,

Plaintiff,

v.

DONGGUAN SIWEILU OUTDOOR  
PRODUCTS CO., LTD., et al.,

Defendants.

Case No. 24-cv-01193

**Judge Matthew F. Kennelly**

**DEFAULT JUDGMENT ORDER AS TO CERTAIN DEFENDANTS**

This action having been commenced by Plaintiff Monster Energy Company (“Plaintiff” or “MEC”) against the fully interactive, e-commerce store<sup>1</sup> operating under the seller aliases identified on Schedule A attached hereto (the “Seller Aliases”), and Plaintiff having moved for entry of Default and Default Judgment against the defendants identified on Schedule A attached hereto, with the exception of Defendants A1DRJUODPRUJ3Z (Def. No. 35), guangzhoushichaohuamaoyishanghang (Def. No. 51), guangzhoushihuixidianshanggongzuoshi (Def. No. 52), Henghe tidal current (Def. No. 54), Huaihao Store (Def. No. 55), KOUKOUQIKOU (Def. No. 57), and TOPEPER (Def. No. 65) (collectively, “Defaulting Defendants”);

This Court having entered upon a showing by Plaintiff, a temporary restraining order against Defaulting Defendants which included an asset restraining order;

Plaintiff having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication and e-mail, along with any notice that Defaulting Defendants received from payment processors, being notice reasonably calculated

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<sup>1</sup> The e-commerce store URLs are listed on Schedule A hereto under the Online Marketplaces.

under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and

Defaulting Defendants having failed to answer the Complaint or otherwise plead, and the time for answering the Complaint having expired;

THIS COURT HEREBY FINDS that it has personal jurisdiction over Defaulting Defendants since Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Defaulting Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more Seller Aliases, offer shipping to the United States, including Illinois, accept payment in U.S. dollars and/or funds from U.S. bank accounts, and have sold products bearing unauthorized copies of the Monster Energy Copyrighted Works (“Stylized claw with jagged edges (original version)” (U.S. Copyright Registration No. VA 1-789-900), issued by the Register of Copyrights on October 11, 2011, and the corresponding supplemental registration changing ownership name from Hansen Beverages Company to Monster Energy Company: VA 1-433-242) and/or using infringing and counterfeit versions of the federally registered MONSTER ENERGY trademarks (the MONSTER ENERGY Trademarks”) (a list of which is included in the chart below) to residents of Illinois. A list of the MONSTER ENERGY Trademarks is included in the below chart.

<b>REGISTRATION NUMBER</b>	<b>REGISTERED TRADEMARK</b>
3,057,061	MONSTER ENERGY
4,036,681	
3,044,315	
4,036,680	
5,820,689	
5,661,940	

REGISTRATION NUMBER	REGISTERED TRADEMARK
2,903,214	
4,051,650	
3,963,669	
3,963,668	
4,011,301	

REGISTRATION NUMBER	REGISTERED TRADEMARK
4,822,675	
3,134,841	
3,923,683	
3,908,601	
3,908,600	

REGISTRATION NUMBER	REGISTERED TRADEMARK
3,914,828	 MONSTER ENERGY
4,332,062	 MONSTER ENERGY
4,660,598	 MONSTER ENERGY
3,134,842 3,044,314	M MONSTER ENERGY
4,634,053	MONSTER ASSAULT
3,959,457	JAVA MONSTER
3,852,118	LO-CARB MONSTER ENERGY
5,570,782	 MONSTER ENERGY

REGISTRATION NUMBER	REGISTERED TRADEMARK
5,580,962	
5,551,192	MONSTER ARMY
5,551,230	
5,022,676	
4,865,702	
5,889,011	
6,451,182	

REGISTRATION NUMBER	REGISTERED TRADEMARK
6,760,278	MONSTER

This Court further finds that Defaulting Defendants are liable for willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114), false designation of origin (15 U.S.C. § 1125(a)), and copyright infringement (17 U.S.C. §§ 106 and 501, *et seq.*).

IT IS HEREBY ORDERED that Plaintiff's Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that Defaulting Defendants are deemed in default, and that this Final Judgment is entered against Defaulting Defendants.

IT IS FURTHER ORDERED that:

1. Defaulting Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:
  - a. using the MONSTER ENERGY Trademarks or any reproductions, counterfeit copies, or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Monster Energy product or not authorized by Plaintiff to be sold in connection with the MONSTER ENERGY Trademarks;
  - b. reproducing, distributing copies of, making derivative works of, or publicly displaying the Monster Energy Copyrighted Works in any manner without the express authorization of Plaintiff;
  - c. passing off, inducing, or enabling others to sell or pass off any product as a genuine Monster Energy product or any other product produced by Plaintiff, that is not

Plaintiff's or not produced under the authorization, control, or supervision of Plaintiff and approved by Plaintiff for sale under the MONSTER ENERGY Trademarks and/or the Monster Energy Copyrighted Works;

- d. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control, or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;
- e. further infringing the MONSTER ENERGY Trademarks and/or the Monster Energy Copyrighted Work and damaging Plaintiff's goodwill; and
- f. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear any of Plaintiff's trademarks, including the MONSTER ENERGY Trademarks, or any reproductions, counterfeit copies or colorable imitations thereof and/or which bear the Monster Energy Copyrighted Works.

2. Upon Plaintiff's request, any third party with actual notice of this Order who is providing services for any of the Defaulting Defendants, or in connection with any of the Defaulting Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as eBay, Inc. ("eBay"), AliExpress, Alibaba Group Holding Ltd. ("Alibaba"), Amazon.com, Inc. ("Amazon") ContextLogic, Inc. d/b/a Wish.com ("Wish.com"), Walmart, Inc. ("Walmart"), Etsy, Inc. ("Etsy"), WhaleCo, Inc. ("Temu"), and DHgate.com Inc. ("DHgate") (collectively, the "Third Party Providers"), shall within seven (7) calendar days of receipt such notice, disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the

sale of counterfeit and infringing goods using the MONSTER ENERGY Trademarks and/or which bear the Monster Energy Copyrighted Works.

3. Pursuant to 15 U.S.C. § 1117(c)(2), Plaintiff is awarded statutory damages from each of the Defaulting Defendants in the amount of one hundred thousand dollars (\$100,000) for use of counterfeit MONSTER ENERGY Trademarks on products sold through at least the Defaulting Defendants' Online Marketplaces.
4. Pursuant to 17 U.S.C. § 504(c)(2), Plaintiff is awarded statutory damages from each of the Defaulting Defendants in the amount of fifty thousand dollars (\$50,000) for willful copyright infringement of the Monster Energy Copyrighted Works.
5. Plaintiff may serve this Order on Third Party Providers, including PayPal, Inc. ("PayPal"), eBay, Alipay, Alibaba, Ant Financial Services Group ("Ant Financial"), Wish.com, Walmart, Etsy, DHgate, Temu, and Amazon Pay, by e-mail delivery to the e-mail addresses Plaintiff used to serve the Temporary Restraining Order on the Third Party Providers.
6. Any Third Party Providers holding funds for Defaulting Defendants, including PayPal, Inc. ("PayPal"), eBay, Alipay, Alibaba, AliExpress, Wish.com, Ant Financial Services Group ("Ant Financial"), Walmart, Etsy, DHgate, Temu, and Amazon Pay, shall, within seven (7) calendar days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants' Seller Aliases or the Online Marketplaces from transferring or disposing of any funds (up to the statutory damages awarded in Paragraphs 3 and 4 above) or other of Defaulting Defendants' assets.
7. All monies (up to the amount of the statutory damages awarded in Paragraphs 3 and 4 above) currently restrained in Defaulting Defendants' financial accounts, including monies held by Third Party Providers such as PayPal, eBay, Alipay, Alibaba, AliExpress,

Wish.com, Ant Financial, Walmart, Etsy, DHgate, Temu, and Amazon Pay, are hereby released to Plaintiff as partial payment of the above-identified damages, and Third Party Providers, including PayPal, eBay, Alipay, Alibaba, AliExpress, Wish.com, Ant Financial, Walmart, Etsy, DHgate, Temu, and Amazon Pay, are ordered to release to Plaintiff the amounts from Defaulting Defendants' financial accounts within seven (7) calendar days of receipt of this Order.

8. Until Plaintiff has recovered full payment of monies owed to it by any Defaulting Defendant, Plaintiff shall have the ongoing authority to serve this Order on Third Party Providers, including PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, Walmart, DHgate, Temu, and Amazon Pay, in the event that any new financial accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, Third Party Providers, including PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, Walmart, Etsy, DHgate, Temu, and Amazon Pay, shall within seven (7) calendar days:
  - a. locate all accounts and funds connected to Defaulting Defendants' Seller Aliases and Online Marketplaces, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto, the e-mail addresses identified in Exhibit 3 to the Declaration of Bruce Kingsland, and any e-mail addresses provided for Defaulting Defendants by third parties;
  - b. restrain and enjoin such accounts or funds from transferring or disposing of any money or other of Defaulting Defendants' assets; and
  - c. release all monies, up to the above identified statutory damages award, in Defaulting Defendants' financial accounts to Plaintiff's as partial payment of the above-identified damages within seven (7) calendar days of receipt of this Order.

9. In the event that Plaintiff identifies any additional online marketplace accounts, domain names, or financial accounts owned by Defaulting Defendants, Plaintiff may send notice of any supplemental proceeding to Defaulting Defendants by e-mail at the e-mail addresses identified in Exhibit 3 to the Declaration of Bruce Kingsland and any e-mail addresses provided for Defaulting Defendants by third parties.
10. The ten thousand dollar (\$10,000) surety bond posted by Plaintiff is hereby released to Plaintiff or its counsel, Greer, Burns, & Crain, Ltd. The Clerk of the Court is directed to return the surety bond previously deposited with the Clerk of the Court to Plaintiff or its counsel.

This is a Final Judgment.

DATED: April 15, 2024

  
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Matthew F. Kennelly  
United States District Judge

**Monster Energy Company v. Dongguan Siweilu Outdoor Products Co., Ltd., et al.**  
**- Case No. 24-cv-01193**

## Schedule A

### Defendant Online Marketplaces

No	URL	Name / Seller Alias
1	siweilu.en.alibaba.com	Dongguan Siweilu Outdoor Products Co., Ltd.
2	wvcool.en.alibaba.com	Jinhua Wvcool Refrigeration Equipment Co., Ltd
3	jayhoo.en.alibaba.com	Ningbo Beejay Toys Co.,Ltd
4	duolan.en.alibaba.com	Taizhou Duolan Trading Co., Ltd.
5	lingqikeji.en.alibaba.com	Yongkang Lingqi Technology Co., Ltd.
6	yeahsun03.en.alibaba.com	Zhejiang Yeahsun Import&Export Co., Ltd.
7	aliexpress.com/store/1101254272	Assier Store
8	aliexpress.com/store/1102732439	Bmw 72 Store
9	aliexpress.com/store/1102180662	Case Studio Store
10	aliexpress.com/store/1101148443	daydayup Store
11	aliexpress.com/store/1102039881	DIY Charms Pendants Store
12	aliexpress.com/store/1102682434	Fashion Phone Case Store Store
13	aliexpress.com/store/1101364323	FIREBROS Official Store
14	aliexpress.com/store/1102018493	Giyu Great shoe charms Store
15	aliexpress.com/store/1101339241	jiayao Store
16	aliexpress.com/store/1102963993	Lentos Car Motorcycle Supplies Store
17	aliexpress.com/store/1101053573	MOC BRICKS Store
18	aliexpress.com/store/1102263493	Monster Energy Store
19	aliexpress.com/store/1102318444	Mrs Patch Store
20	aliexpress.com/store/1102198226	NONO Store
21	aliexpress.com/store/1102663112	SHIMANO Outdoor Supplies Store
22	aliexpress.com/store/1102299222	Shop1102301218 Store
23	aliexpress.com/store/1102313540	Shop1102314540 Store
24	aliexpress.com/store/1102470265	Shop1102470264 Store
25	aliexpress.com/store/1102816324	Shop1102814357 Store
26	aliexpress.com/store/1102817334	Shop1102819353 Store
27	aliexpress.com/store/1102843500	Shop1102846496 Store
28	aliexpress.com/store/1102922129	Shop1102921144 Store
29	aliexpress.com/store/1102984868	Shop1102992011 Store
30	aliexpress.com/store/1103054117	Shop1103054116 Store
31	aliexpress.com/store/1102339935	Xiaoran-51 Store

32	aliexpress.com/store/1102208597	YJLIN Jewelry Store
33	aliexpress.com/store/1101296157	YU-YSYLED Store
34	aliexpress.com/store/1101936954	Zhiwen Accessories Store
35	EXCEPTED	EXCEPTED
36	amazon.com/sp?seller=A2NXXVQNN3OVFK	A2NXXVQNN3OVFK
37	amazon.com/sp?seller=A3FQFI97XTHXC6	Cecebracelst
38	amazon.com/sp?seller=A3S4CO64SSMKAR	Celestial queen trade
39	amazon.com/sp?seller=A2KWTRKR85O50Q	Chen Kong Yan
40	amazon.com/sp?seller=A3AH1JGZ1IA24Y	chengdumuzhongzhushangmaoyouxiangongsi
41	amazon.com/sp?seller=A2Q2F7RU7U5JGS	chenjingtiemnzbv
42	amazon.com/sp?seller=A2GY6QS3NYZ5J2	chenxiamei
43	amazon.com/sp?seller=A85TXEKYJSFR	COOLERFIRE SHOP
44	amazon.com/sp?seller=A1JNAYW8YB1P22	CowboyGuru
45	amazon.com/sp?seller=A13QHDB95I0A7I	DGFDHTKJTU
46	amazon.com/sp?seller=A3RB01KXLLFGRC	feilaiju
47	amazon.com/sp?seller=A24FYJ6GFFRIJE	fhfuyusdsd
48	amazon.com/sp?seller=A1AF69RYGXF5P	Fine canvas poster
49	amazon.com/sp?seller=A3JO6I8POW4811	FlipSports
50	amazon.com/sp?seller=A1FR8YZE9IK6C7	GKEWEA-Tees
51	EXCEPTED	EXCEPTED
52	EXCEPTED	EXCEPTED
53	amazon.com/sp?seller=A2TFCM938S97RA	GYZYART
54	EXCEPTED	EXCEPTED
55	EXCEPTED	EXCEPTED
56	amazon.com/sp?seller=A1SDPMV4GGALVU	junhaoriyongpinjingyingbu
57	EXCEPTED	EXCEPTED
58	amazon.com/sp?seller=AIH304XC1KYTZ	KSDGLKF
59	amazon.com/sp?seller=A2B27IVVL8YOSC	laozhaoriyongpindian
60	DISMISSED	DISMISSED
61	amazon.com/sp?seller=A32IGYT6YFGUMT	OUTDRIVE-US
62	amazon.com/sp?seller=AAW7WWKIVN7GA	QINFENg
63	amazon.com/sp?seller=A2KX21G94HEDQV	QINGZHEN Art
64	amazon.com/sp?seller=A33R06RKT5UAM3	TANG Art
65	EXCEPTED	EXCEPTED
66	amazon.com/sp?seller=A1L3DOFRUEL45F	WangGianglongan
67	amazon.com/sp?seller=AVX3IUV7Q6LRN	wuhualongjjcv
68	amazon.com/sp?seller=A13SRIFLFL5V0	xingyueriyongpindian
69	amazon.com/sp?seller=A109AYXNCKAYOG	xinqihulianwanglingshoushanghang
70	amazon.com/sp?seller=A14GS3ZGPTFP6X	xinxushangmao
71	amazon.com/sp?seller=A2AV50CUE2G6TM	Xiwu-UK-Shop
72	amazon.com/sp?seller=ANSWJ0P7UZC83	yanhepostershop
73	amazon.com/sp?seller=A34S3EQDG7A1NX	YODE

74	amazon.com/sp?seller=A1PVJ7GLQU3A0S	YuanGuChuan Art
75	amazon.com/sp?seller=A204050WYDTTR6	yunnantuojiujingmaoyouxi
76	amazon.com/sp?seller=A3VPBVGENHYJ2V	zejianpostershop
77	amazon.com/sp?seller=A1LN58NNZUX98Z	zhangyanyuyouhuagongyipin
78	amazon.com/sp?seller=AWQ0SQD7J4W1Q	ZHANGZHIHAOKESHANGMAOYOUXIANGON GSI
79	dhgate.com/store/21874441	hh77777
80	ebay.com/usr/8564141dadasdagnjjjjjj	8564141dadasdagnjjjjjj
81	ebay.com/usr/autumnsunco_0843	autumnsunco_0843
82	ebay.com/usr/baik58	baik58
83	ebay.com/usr/baldness569	baldness569
84	ebay.com/usr/binw957776	binw957776
85	ebay.com/usr/burles_store	burles_store
86	ebay.com/usr/certainly_clean	certainly_clean
87	ebay.com/usr/chang-2161	chang-2161
88	DISMISSED	DISMISSED
89	ebay.com/usr/don_6842	don_6842
90	ebay.com/usr/eagleburgmannho-0	eagleburgmannho-0
91	ebay.com/usr/found_everything	found_everything
92	ebay.com/usr/fsdsvrt	fsdsvrt
93	ebay.com/usr/ghpd-12	ghpd-12
94	ebay.com/usr/guicai_82	guicai_82
95	ebay.com/usr/hot_water9	hot_water9
96	ebay.com/usr/huangyuya	huangyuya
97	ebay.com/usr/jimu-55	jimu-55
98	ebay.com/usr/kingdom_molder	kingdom_molder
99	ebay.com/usr/kunmingwaigadianzis0	kunmingwaigadianzis0
100	ebay.com/usr/lianji-36	lianji-36
101	ebay.com/usr/liugang21450	liugang21450
102	ebay.com/usr/ming-122697	ming-122697
103	ebay.com/usr/mxsxzrm	mxsxzrm
104	ebay.com/usr/night-owl-shop	night-owl-shop
105	ebay.com/usr/qiangbenh3	qiangbenh3
106	ebay.com/usr/shanxipinleiwangla0	shanxipinleiwangla0
107	ebay.com/usr/shijunebncai520	shijunebncai520
108	ebay.com/usr/shyo-4659	shyo-4659
109	ebay.com/usr/urlwall-surron-uk	urlwall-surron-uk
110	ebay.com/usr/vodkafans2013	vodkafans2013
111	ebay.com/usr/wan-14	wan-14
112	ebay.com/usr/wangxiao63010	wangxiao63010
113	ebay.com/usr/weibeng399398	weibeng399398
114	ebay.com/usr/xuewen8665	xuewen8665
115	ebay.com/usr/yuem2954	yuem2954

116	ebay.com/usr/yume_4940	yume_4940
117	ebay.com/usr/zhoufanxiong	zhoufanxiong
118	DISMISSED	DISMISSED
119	temu.com/m-5771214535473.html	Happy Miao
120	DISMISSED	DISMISSED
121	DISMISSED	DISMISSED
122	DISMISSED	DISMISSED
123	walmart.com/seller/101277411	Daily Grocery Store
124	walmart.com/seller/101254866	GreatcityShop
125	wish.com/merchant/56102afc0fe84d64fbc95b58	Aumu Snow Boots
126	wish.com/merchant/615be74be29eb72a6643fe7a	chenguixia6567
127	wish.com/merchant/5eba281b29e7865740291e0e	C-ONE Jewelry
128	wish.com/merchant/617d19c6950c75c2816708eb	guanlin2134
129	wish.com/merchant/59706328d44a9b6a35a5ffa0	laodang
130	wish.com/merchant/60501e78c49d5c07a3647198	lingfeng3528
131	wish.com/merchant/5c7f76667003c1307cd874c5	trusted store
132	wish.com/merchant/5d63bddb283abc6f3c4dd0c	TXYshop